

BEFORE THE
UNITED STATES COPYRIGHT ROYALTY JUDGES
LIBRARY OF CONGRESS
WASHINGTON, D.C.

In re

DETERMINATION OF ROYALTY
RATES AND TERMS FOR
EPHEMERAL RECORDING AND
DIGITAL PERFORMANCE OF SOUND
RECORDINGS (*WEB IV*)

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) DOCKET NO. 14-CRB-0001-WR
) (2016-2020)
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)

**SOUNDEXCHANGE’S MOTION TO COMPEL PANDORA MEDIA, INC. TO
PRODUCE DOCUMENTS RESPONSIVE TO SOUNDEXCHANGE’S REQUESTS**

SoundExchange requests that the Copyright Royalty Judges order Pandora Media, Inc. (“Pandora”) to produce two categories of documents that Pandora has refused to produce:

First, Pandora refuses to produce documents that constitute, comprise, memorialize, or analyze Pandora’s promotional programs, including Pandora Premieres and Pandora Presents. Such documents are directly related to testimony in Pandora’s Written Rebuttal Statement (“WRS”) opining on the value of Pandora as a promotional vehicle and examining the value of

Second, Pandora refuses to produce documents that constitute, comprise, memorialize, or analyze the direct licenses or direct licensing program initiated by the music service known as DMX, and the effect of that program on rates or rate-determination proceedings. This request is directly targeted to specific, known documentary material that directly relates to—that in fact undermines—the direct licenses that Pandora proffers as benchmarks in this proceeding. Here is why: in the recent federal court trial involving Pandora and BMI in the Southern District of New York, BMI’s counsel read aloud an email that Pandora Vice President of Business Affairs Chris

Harrison sent within Pandora in December 2013. Prior to coming to Pandora, Mr. Harrison worked at DMX, and while there, implemented a direct licensing program. As read aloud in federal court, Mr. Harrison's December 2013 email touted the DMX program as a model for establishing benchmarks for rate-setting proceedings. In particular, Mr. Harrison explained to other Pandora executives that, by reaching licenses with a number of relatively small content licensors, a company could use those licenses as benchmarks. SoundExchange's position is that Pandora heeded Mr. Harrison's advice and entered into its direct licenses with MERLIN and Naxos for the purpose of presenting those licenses as benchmarks.

The Harrison email is not hard to locate. SoundExchange identified it with precision in its request, yet Pandora has refused to produce the email on the ground that SoundExchange's request is overbroad. Pandora also has refused to produce any other documents responsive to this request—save for two documents that Pandora says it will produce, but as of this date has not. SoundExchange is entitled to all responsive documents.

Because both of these categories of documents are directly related to Pandora's WRS, the Judges should grant this Motion and compel production. *See* 17 U.S.C. § 803(b)(6)(C)(v); 37 C.F.R. § 351.5(b).

I. BACKGROUND

On February 26, 2015, SoundExchange timely served a set of requests for documents on the Licensee Participants, including Pandora. Exhibit 2 to the Declaration of Rose Ehler filed concurrently herewith (hereafter "Ehler Decl."). As relevant here, SoundExchange requested documents relating to Pandora's promotional efforts in Requests for Production of Documents 9 and 13. *Id.* at 6-7 (Requests Nos. 9, 13). SoundExchange further requested documents relating to the strategy underlying Pandora's direct licensing program, in particular as that program related to a prior program implemented by Pandora executive Chis Harrison while at music

service DMX. *Id.* at 7-8 (Request No. 15). SoundExchange specified by author and date a particular email Mr. Harrison sent while at Pandora in order to illustrate what it was interested in gathering. *See id.* (seeking documents “including but not limited to Chris Harrison’s email of December 26, 2013 describing the effect of the DMX direct licensing strategy on rate court determinations.”) In its initial responses, Pandora refused to provide any documents responsive to any of these requests and perplexingly objected to the request as “overbroad and unduly burdensome and as constituting a ‘broad, nonspecific discovery request’” in addition to contending that such documents are not “directly related.” Ehler Decl. Ex. 9 at 13.

On March 23, 2015, the parties conducted a meet and confer. Pandora maintained its objections to the requests regarding Pandora’s promotional opportunities. Pandora agreed to produce two documents relating to DMX, but maintained its refusal to produce the requested document or others like it on the grounds that it related to the rate court proceedings for compositions and not sound recordings. Ehler Decl. ¶ 18.

II. ARGUMENT

A. The Judges Should Order Pandora to Produce Documents Responsive to Request Nos. 9 and 13 Relating to Pandora Promotional Programs.

In Request No. 9, SoundExchange sought documents that “constitute, comprise, memorialize, or analyze Pandora’s attempts” to induce record companies or artists to participate in a Pandora promotional program. Ehler Decl. Ex. 2 at 6-7. In Request No. 13, SoundExchange sought documents sufficient to show “the number and percentage” of Pandora’s performances associated with a particular Pandora promotional program, “Pandora Premieres” as well as the amount of money that Pandora spends on events for Pandora Premieres and “Pandora Presents.” Ehler Decl. Ex. 2 at 6-7.

The requested documents are directly related to Pandora's written rebuttal testimony in two ways.

First, the Licensee Participants have consistently advanced the theory that the record companies' efforts to promote their music to a particular service or platform mean that they believe that the targeted service or platform is promotional. For instance, Dr. Steven Peterson, a Pandora witness, asserts in his rebuttal testimony that "[i]f record labels did not view radio play as promoting sales of sound recordings and albums, they would have no incentive to devote such substantial resources to obtaining radio play of their sound recordings." Peterson WRT ¶ 48. SoundExchange should be permitted to test whether this theory holds with respect to Pandora and other non-interactive services. The requested documents could demonstrate that, unlike with terrestrial radio, the record companies do not aggressively promote to Pandora and that Pandora must expend significant resources to induce record company participation in its "promotional" programs.

Second, Dr. Carl Shapiro's written rebuttal testimony relies on the Pandora-MERLIN agreement as a benchmark. Shapiro WRT at 37-39. According to Dr. Shapiro, this agreement is an informative benchmark because MERLIN agreed to [REDACTED]

[REDACTED] *Id.* The relevance of the Pandora-MERLIN agreement would be significantly diminished if, contrary to Dr. Shapiro's opinion, the MERLIN agreement simply [REDACTED]

[REDACTED]. As Pandora has noted elsewhere in its testimony, the Pandora-MERLIN agreement provides MERLIN with certain "promotional benefits," including [REDACTED]

[REDACTED]. Herring WDT ¶ 30. Accordingly, the requested

documents regarding these programs are relevant to valuing the Pandora-MERLIN agreement and the question whether the agreement is an informative benchmark.

Similarly, Dr. Shapiro relies on the Pandora-Naxos agreement and calculates an effective rate under that agreement. Shapiro WRT at 37-48. That agreement [REDACTED]

[REDACTED]. Herring WRT Ex. 15, at 5. As with the Pandora-MERLIN agreement, the requested documents will allow SoundExchange to test Dr. Shapiro's valuation of the Pandora-Naxos agreement.

In the meet-and-confer discussion in advance of this Motion, Pandora maintained that the requested documents regarding Pandora Presents and Pandora Premiers were not "directly related" to Pandora's Statement. Specifically, Pandora asserted that its rebuttal witnesses discussed their view that Pandora's webcasting service was promotional—not whether its artist programs like Pandora Presents or Premieres were promotional. Ehler Decl. ¶ 17. Pandora is splitting hairs with what type of information is "directly related" to a party's Statement. Pandora has specific programs dedicated to promotion and offered witnesses in its WRS who testified that Pandora is promotional. These programs are part of Pandora's "promotional" offerings, and [REDACTED]

[REDACTED] SoundExchange should be allowed to test that value by assessing whether and to what extent the promotional opportunities offered by Pandora Presents or Pandora Premieres are viewed as valuable promotional opportunities by others, or among Pandora employees.

B. The Judges Should Order Pandora to Produce Documents Relating to Direct Licensing Strategies Initiated by Pandora Executive, Chris Harrison.

Pandora has proffered its direct licenses in this matter as potential benchmarks, repeatedly emphasizing their evidentiary value. Pandora points to the purportedly competitive

circumstances of the negotiations for these licenses, as well as the exchange of value for services they offer, dismissing the effect of the statutory license. Pandora's Mike Herring puts at issue the negotiations and context of these direct licensing efforts. Mr. Herring states that "the Pandora agreements reflect the workings of competition," and "reflect what Pandora as a willing buyer has demonstrated it is willing to pay to willing sellers for the very rights at issue in this proceeding." Herring WRT at 23. Dr. Shapiro testifies that the Pandora-MERLIN license offers a valuable benchmark despite the effect of the statutory shadow, and opines that the reason Pandora does not do more direct licenses is because of coordination among record labels. Shapiro WRT at 33-35. Put simply: Dr. Shapiro's theory assumes that record companies act strategically, and services like Pandora do not.

If Pandora's direct licensing efforts were a strategic measure on Pandora's part to create evidence for this proceeding, it would weaken the direct licenses as benchmarks. And it would further undermine Dr. Shapiro's view that the statutory shadow did not affect the direct licenses – indeed it would confirm SoundExchange's view that the licensing efforts cannot be disentangled from the statutory license.

Last month, an email sent by Chris Harrison of Pandora came to light in the Southern District of New York that strongly suggests that Pandora's direct licensing efforts were exactly such strategic attempts to influence the rate court. In *Broadcast Music, Inc. v. Pandora Media, Inc.*, counsel for BMI read an email from Mr. Harrison in his Opening Statement. In the email, Mr. Harrison recommended to Pandora that it enter into certain direct licenses at a particular rate that it could then use to influence the rate court. Ehler Decl., Ex. 10 (Trial Transcript for February 10, 2015 at 24:11-25:12). Mr. Harrison further explained in his email that this was his experience at DMX, the music service he worked at prior to Pandora, and that his efforts

persuaded the rate court judge presiding over BMI's rate disputes to set the effective rate lower by virtue of his successful direct licensing efforts.

In its Request No. 15, SoundExchange requested by author and date the precise email read in BMI's Opening Statement, as well as any other emails that discuss the direct licensing efforts Mr. Harrison initiated at DMX and their effect on rate court proceedings or rates and Pandora's direct licensing efforts. In response, Pandora refused to provide any documents. After a meet-and-confer, Pandora agreed to provide two documents, but not the specific email requested. Pandora contended that because the rights at issue in the email were composition rights and not sound recording rights, it need not produce the document here. Ehler Decl. ¶ 18.

The documents that SoundExchange seeks are directly related to Pandora's WRS. Evidence that Pandora, at Mr. Harrison's urging, initiated a campaign to engage in direct licensing with a non-representative segment of the market for sound recording licenses, and that the purpose of this campaign was to present artificially low benchmarks in *this* rate-setting proceeding, directly undermines the value of the licenses Pandora puts forward now as benchmarks.

During the meet-and-confer, Pandora's counsel stated that Mr. Harrison's email was not relevant because the DMX program he described concerned obtaining licenses from music publishers. It is not the rights that DMX obtained that make Mr. Harrison's email directly relevant in this proceeding. It is the fact that Mr. Harrison was urging Pandora to follow the same strategy of obtaining direct licenses from a non-representative portion of the market for sound recordings for the purpose of presenting a narrow set of benchmarks to the Judges here that makes Mr. Harrison's email and other related documents relevant. Pandora should not be permitted to shield such potentially probative evidence of the value of its proffered benchmarks.

III. CONCLUSION

The requested documents are directly related and within the scope of discovery in this matter. The Judges should order Pandora to produce the requested documents in full.

Dated: March 25, 2015

Respectfully submitted,

By: Glenn D. Pomerantz / zk
Glenn D. Pomerantz (CA Bar 112503)
Kelly M. Klaus (CA Bar 161091)
Anjan Choudhury (DC Bar 497271)
MUNGER, TOLLES & OLSON LLP
355 S. Grand Avenue, 35th Floor
Los Angeles, CA 90071-1560
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Glenn.Pomerantz@mto.com
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Counsel for SoundExchange, Inc.

Declaration of
Rose Leda Ehler

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Library of Congress
Washington, D.C.

In re

DETERMINATION OF ROYALTY
RATES AND TERMS FOR
EPHEMERAL RECORDING AND
DIGITAL PERFORMANCE OF SOUND
RECORDINGS (*WEB IV*)

DOCKET NO. 14-CRB-0001-WR
(2016-2020)

DECLARATION OF ROSE LEDA EHLE

I, Rose Leda Ehler, declare as follows:

1. I am an attorney with Munger, Tolles & Olson LLP and am counsel for SoundExchange, Inc., in Docket No. 14-CRB-0001-WR 2016-2020.
2. I submit this Declaration in Support of (1) SoundExchange's Motion to Compel iHeartMedia to Produce Documents in Response to SoundExchange's Document Requests and Respond to Interrogatories, (2) SoundExchange's Motion to Compel The National Association of Broadcasters to Produce Documents Responsive to SoundExchange's Requests and (3) SoundExchange's Motion to Compel Pandora Media, Inc. to Produce Documents Responsive to SoundExchange's Requests.

3. This Declaration is made based upon my personal knowledge.

Exhibits and Information Applicable to All Motions to Compel

4. Attached hereto as Exhibit 1 is a true and correct copy of the Stipulation of the Participants Regarding the Scope of Expert Discovery, executed on May 13, 2014, in this matter.
5. Attached hereto as Exhibit 2 is a true and correct copy of SoundExchange's Third

Set of Requests for Production of Documents to the Licensee Participants, dated February 26, 2015. This Exhibit has been marked RESTRICTED and those portions reflecting information designated as restricted during the discovery process in accordance with the protective order will be redacted from the Public version of SoundExchange's submission.

6. Attached hereto as Exhibit 3 is a true and correct copy of SoundExchange's Third Set of Interrogatories to the Licensee Participants, dated February 28, 2015. This Exhibit has been marked RESTRICTED and those portions reflecting information designated as restricted during the discovery process in accordance with the protective order will be redacted from the Public version of SoundExchange's submission.

Exhibits and Information Applicable to Motion to Compel iHeartMedia to Produce Documents in Response to SoundExchange's Requests

7. Attached hereto as Exhibit 4 is a true and correct copy of the First Set of Rebuttal-Phase Document Requests to SoundExchange, Inc., From Licensee Participants, dated February 26, 2015. This Exhibit has been marked RESTRICTED and those portions reflecting information designated as restricted during the discovery process in accordance with the protective order will be redacted from the Public version of SoundExchange's submission.

8. Attached hereto as Exhibit 5 is a true and correct copy of iHeartMedia, Inc.'s Responses and Objections to SoundExchange's Third Set of Requests for Production of Documents, dated March 19, 2015. This Exhibit has been marked RESTRICTED and those portions reflecting information designated as restricted during the discovery process in accordance with the protective order will be redacted from the Public version of SoundExchange's submission.

9. Attached hereto as Exhibit 6 is a true and correct copy of iHeartMedia, Inc.'s Responses and Objections to SoundExchange's Third Set of Interrogatories, dated March 20,

2015. This Exhibit has been marked RESTRICTED and those portions reflecting information designated as restricted during the discovery process in accordance with the protective order will be redacted from the Public version of SoundExchange's submission.

10. Attached hereto as Exhibit 7 is a true and correct copy of IHM-0078891. This Exhibit has been marked RESTRICTED and will be redacted from the Public version of SoundExchange's submission because it was designated as "restricted" in accordance with the protective order by iHeartMedia during discovery.

11. Attached hereto as Exhibit 8 is a true and correct copy of SNDEX0059643, an email dated March 5, 2014. This Exhibit has been marked RESTRICTED and will be redacted from the Public version of SoundExchange's submission because it was designated as "restricted" in accordance with the protective order during discovery.

12. On March 23, 2015, counsel for SoundExchange and counsel for iHeart met and conferred regarding the discovery dispute giving rise to SoundExchange's Motion to Compel iHeartMedia to Produce Documents in Response to SoundExchange's Document Requests and Respond to Interrogatories. Counsel for iHeartMedia told me that drafts exchanged between iHeart's testifying experts were shielded from discovery by the Stipulation of the Participants Regarding the Scope of Expert Discovery as were documents that iHeart's experts reviewed, considered, or referenced in preparing their testimony to the extent that they were not relied upon by that expert.

13. During the meet-and-confer process, I asked iHeart's counsel to explain how it conducted its search for documents responsive to SoundExchange's Request No. 21 related to developments in iHeart's method of selecting songs to be played for users of its custom radio offering. Counsel for iHeart's responses suggested that it had not conducted a fulsome search

and would not agree to do so. In particular, as of late in the evening on March 24, 2015, counsel for iHeart had not agreed to search for or produce additional documents and had not answered my direct question regarding whether an email search for communications and discussions had been conducted.

14. During the meet-and-confer process, I asked counsel for iHeartMedia if they would agree to search for and produce documents from October 7, 2014 to present responsive to Requests Nos. 24, 30, 31, 35, 38. As of late in the evening on March 24, 2015, counsel for iHeart refused to produce documents based on a perception that it was not required to “update” its production.

Exhibits and Information Applicable to Motion to Compel Pandora to Produce Documents in Response to SoundExchange’s Requests

15. Attached hereto as Exhibit 9 is a true and correct copy of Pandora Media Inc.’s Responses and Objections to SoundExchange Inc.’s Third Set of Requests for Production of Documents, dated March 19, 2015. This Exhibit has been marked RESTRICTED and those portions reflecting information designated as restricted during the discovery process in accordance with the protective order will be redacted from the Public version of SoundExchange’s submission.

16. Attached hereto as Exhibit 10 are relevant excerpts of the transcript of *Broadcast Music, Inc. v. Pandora Media, Inc.* No. 13-cv-4037 (S.D.N.Y. Feb. 10, 2015).

17. On March 23, 2015, counsel for SoundExchange and counsel for Pandora met and conferred regarding the discovery dispute giving rise to SoundExchange’s Motion to Compel Pandora to Produce Documents in Response to SoundExchange’s Document Requests. Counsel for SoundExchange asked Pandora to produce documents responsive to Requests Nos. 9 and 13 relating to the Pandora Premieres and Pandora Presents promotional programs. Counsel for

Pandora told me that documents regarding Pandora Premieres and Pandora Presents—despite being promotional programs—were not related to its rebuttal witnesses discussion of promotion because those witnesses were discussing *only* the promotional impact of the statutorily compliant aspects of that service (presumably, as compared to Pandora as a whole).

18. During the meet-and-confer process, SoundExchange asked Pandora again to agree to produce documents responsive to Request No. 15 because the strategy Mr. Harrison employed on behalf of DMX is directly related to its testimony regarding the Pandora-MERLIN agreement. Counsel for Pandora agreed to produce two documents from Mr. Harrison's files that contain the word "DMX." When further prompted as to whether Pandora would produce the exact email identified by SoundExchange in Request No. 15, which had been produced in the BMI proceedings, counsel for Pandora refused because it purportedly involves publishing rights and therefore is not directly related to Pandora's testimony.

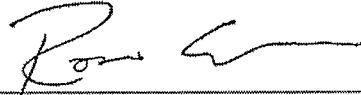
Exhibits and Information Applicable to Motion to Compel National Association of Broadcasters to Produce Documents in Response to SoundExchange's Requests

19. Attached hereto as Exhibit 11 is a true and correct copy of the Response of the National Association of Broadcasters to SoundExchange's Third Request for Production of Documents, dated March 19, 2015.

20. On March 23, 2015, counsel for SoundExchange and counsel for NAB met and conferred regarding the discovery dispute giving rise to SoundExchange's Motion to Compel NAB to Produce Documents in Response to SoundExchange's Document Requests.

SoundExchange asked NAB to conduct a limited, compromised, search for webcaster entry documents responsive to Request No. 49 from those NAB members who provided witnesses. Counsel for NAB refused my compromise and told me only a few would be likely to be located.

Dated: March 25, 2015



Rose Leda Ehler
MUNGER, TOLLES & OLSON LLP
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Los Angeles, CA 90071-1560
Telephone: (213) 683-9100
Facsimile: (213) 687-3702
Anjan.Choudhury@mtol.com

Counsel for SoundExchange, Inc.

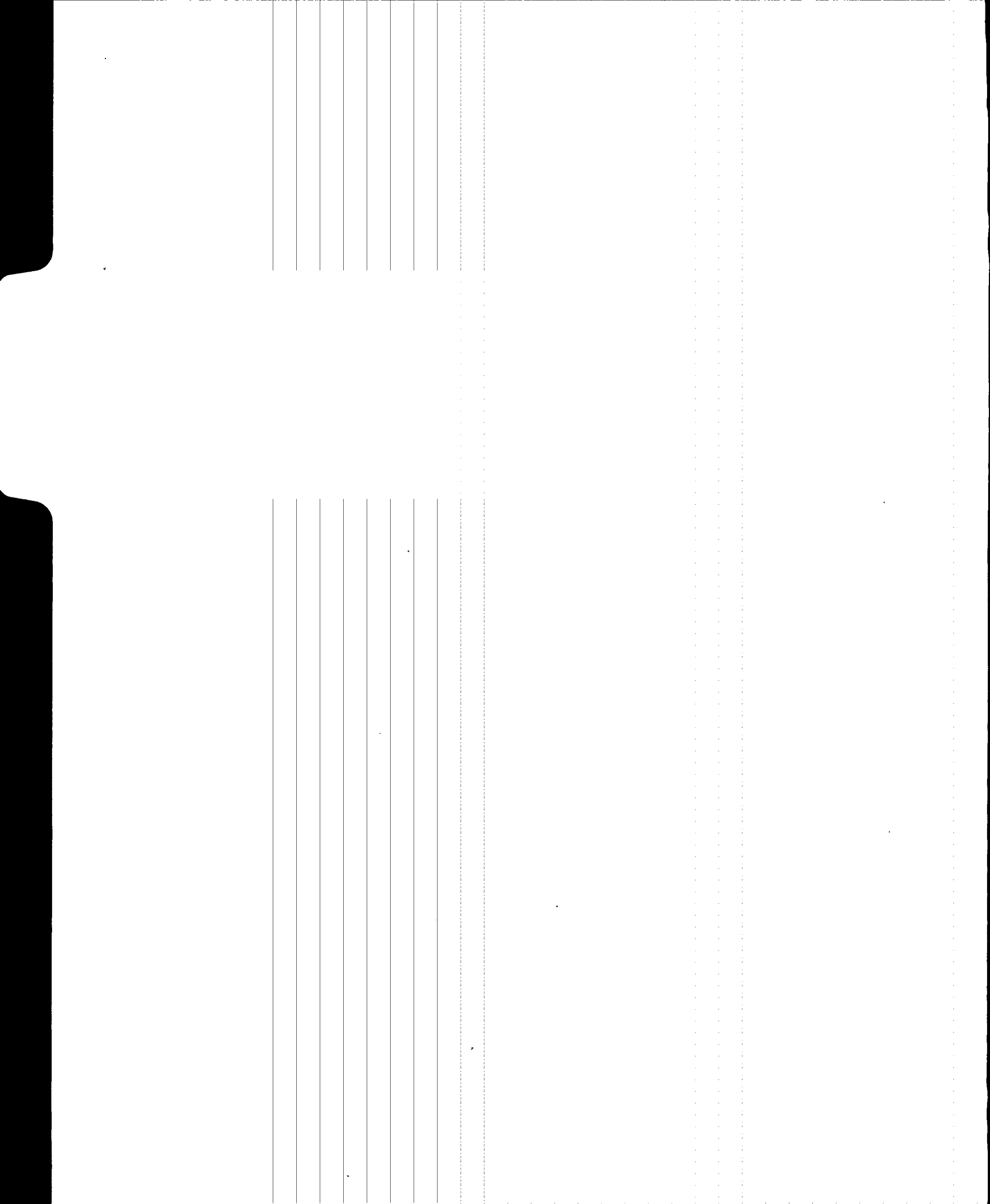


EXHIBIT 1

**Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
Washington, D.C.**

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In the Matter of:)	
)	
Determination of Royalty Rates for Digital)	Docket No. 14-CRB-0001-WR (2016-2020)
Performance in Sound Recordings and)	CRB Webcasting IV
Ephemeral Recordings (Web IV))	
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**STIPULATION OF THE PARTICIPANTS
REGARDING THE SCOPE OF EXPERT DISCOVERY**

The undersigned participants ("Participants") have corresponded regarding a proposed agreement on the scope of expert discovery, and hereby agree on the following terms:

1. No party will seek and no party will be required to produce or disclose (i) drafts of expert reports or exhibits, (ii) documents constituting or reflecting communications between testifying or non-testifying experts and counsel, or communications between experts, or (iii) work product materials prepared for the purpose of communicating an expert's views to counsel. The aforementioned drafts, communications and work product materials will not be the subject of any interrogatories, deposition or trial questions, and no party will inquire through any means, including interrogatories, deposition or trial questions, as to an expert's communications, written or oral, with counsel or other experts, except to the extent an expert references or relies upon information from counsel in formulating his or her opinion or expert report.

2. The agreement set forth in Paragraph 1 does not apply to documents, communications and other materials that an expert references or relies upon in formulating his or her opinion or expert report, or to analyses performed or considered by an expert in connection

with the development or formulation of his or her opinion or expert report. Such materials are discoverable, except as provided in Paragraph 4.

3. Nothing in this agreement restricts the parties from inquiring, through interrogatories or at deposition or trial, into the basis of any opinion expressed by an expert. Such inquiry may include questioning an expert as to analyses, theories, models, and any other such matters that an expert considered but ultimately rejected. Further, nothing in this agreement restricts the parties from seeking documents prepared in furtherance of an expert report, including supporting calculations, spreadsheets, and other backup materials used by an expert in preparation of his or her report, and drafts of expert reports that were shared with any other testifying expert that were relied on by that other expert for his or her own expert report.

4. Nothing in paragraphs 2 or 3 above will permit inquiry into or discovery of drafts or communications between experts and counsel or communications between experts that were considered but not referenced or relied upon.

5. The Participants agree that this agreement may be signed in counterparts.

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May 13, 2014

SOUNDEXCHANGE, INC.

By: Melinda LeMoine
Melinda E. LeMoine

May __, 2014

SIRIUS XM RADIO INC.

By: _____
[Print Name]

May __, 2014

PANDORA MEDIA, INC.

By: _____
[Print Name]

May __, 2014

CLEAR CHANNEL COMMUNICATIONS,
INC.

By: _____
[Print Name]

May __, 2014

COLLEGE BROADCASTERS INC. (CBI)

By: _____
[Print Name]

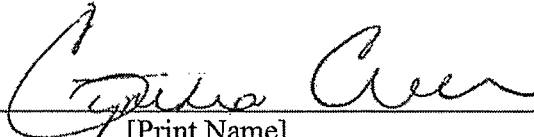
May 13, 2014

SOUNDEXCHANGE, INC.

By: _____
Melinda E. LeMoine

May __, 2014

SIRIUS XM RADIO INC.

By:  _____
[Print Name]

May __, 2014

PANDORA MEDIA, INC.

By: _____
[Print Name]

May __, 2014

CLEAR CHANNEL COMMUNICATIONS,
INC.

By: _____
[Print Name]

May __, 2014

COLLEGE BROADCASTERS INC. (CBI)

By: _____
[Print Name]

May 13, 2014

SOUNDEXCHANGE, INC.

By: _____
Melinda E. LeMoine

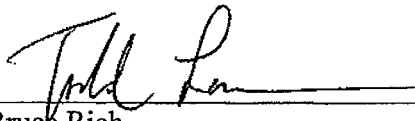
May __, 2014

SIRIUS XM RADIO INC.

By: _____
[Print Name]

May 13, 2014

PANDORA MEDIA, INC.

By:  _____
R. Bruce Rich
Todd D. Larson
WEIL, GOTSHAL & MANGES, LLP
767 Fifth Avenue
New York, NY 10153
Tel: 212-310-8000
Fax: 212-310-8007
r.bruce.rich@weil.com
todd.larson@weil.com

May __, 2014

CLEAR CHANNEL COMMUNICATIONS,
INC.

By: _____
[Print Name]

May 13, 2014

SOUNDEXCHANGE, INC.

By: _____
Melinda E. LeMoine

May __, 2014

SIRIUS XM RADIO INC.

By: _____
[Print Name]

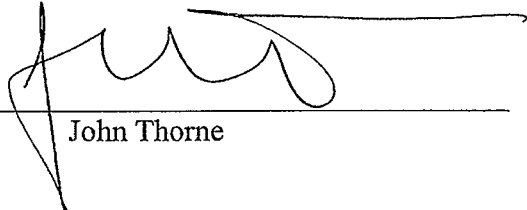
May __, 2014

PANDORA MEDIA, INC.

By: _____
[Print Name]

May 13, 2014

CLEAR CHANNEL COMMUNICATIONS,
INC.

By:  _____
John Thorne

May __, 2014

COLLEGE BROADCASTERS INC. (CBI)

By: _____
[Print Name]

May 13, 2014

SOUNDEXCHANGE, INC.

By: _____
Melinda E. LeMoine

May ___, 2014

SIRIUS XM RADIO INC.

By: _____
[Print Name]

May ___, 2014

PANDORA MEDIA, INC.

By: _____
[Print Name]

May ___, 2014

CLEAR CHANNEL COMMUNICATIONS,
INC.

By: _____
[Print Name]

May 15, 2014

COLLEGE BROADCASTERS INC. (CBI)

By: Catherine R. Gellis
Catherine R. Gellis

May 13, 2014

CUSTOMCHANNELS.NET, LLC

By: 
David W. Rahn

May __, 2014

PANDORA MEDIA, INC.

By: _____
[Print Name]

May __, 2014

TRITON DIGITAL, INC.

By: _____
[Print Name]

May __, 2014

NATIONAL RELIGIOUS BROADCASTERS
NONCOMMERCIAL MUSIC LICENSE
COMMITTEE (NRBNMLC)

By: _____
[Print Name]

May __, 2014

NATIONAL ASSOCIATION OF
BROADCASTERS (NAB)

By: _____
[Print Name]

May __, 2014

CUSTOMCHANNELS.NET, LLC

By: _____
[Print Name]

May __, 2014

PANDORA MEDIA, INC.

By: _____
[Print Name]

May __, 2014

TRITON DIGITAL, INC.

By: _____
[Print Name]

May 14, 2014

NATIONAL RELIGIOUS BROADCASTERS
NONCOMMERCIAL MUSIC LICENSE
COMMITTEE (NRBNMLC)

By: Karyn K. Ablin
Karyn K. Ablin

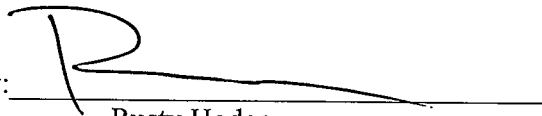
May 14, 2014

NATIONAL ASSOCIATION OF
BROADCASTERS (NAB)

By: Bruce G. Joseph
Bruce G. Joseph

May 28, 2014

SOMAFM.COM LLC

By: 
Rusty Hodge

May __, 2014

DIGITALLY IMPORTED, INC.

By: _____
[Print Name]

May __, 2014

ACCURADIO, LLC

By: _____
[Print Name]

May __, 2014

EDUCATIONAL MEDIA FOUNDATION

By: _____
[Print Name]

May __, 2014

BEATS MUSIC, LLC

By: _____
[Print Name]

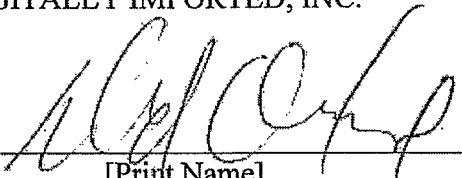
May __, 2014

SOMAFM.COM LLC

By: _____
[Print Name]

May __, 2014

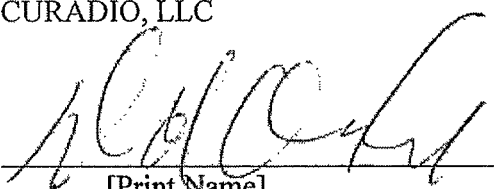
DIGITALLY IMPORTED, INC.

By:  _____
[Print Name]

David D Oxenford
Counsel for Digitally Imported, Inc.

May __, 2014

ACCURADIO, LLC

By:  _____
[Print Name]

David D. Oxenford
Counsel for Accuradio, LLC.

May __, 2014

EDUCATIONAL MEDIA FOUNDATION

By: _____
[Print Name]

May __, 2014

BEATS MUSIC, LLC

By: _____
[Print Name]

May __, 2014

SOMAFM.COM LLC

By: _____
[Print Name]

May __, 2014

DIGITALLY IMPORTED, INC.

By: _____
[Print Name]

May __, 2014

ACCURADIO, LLC

By: _____
[Print Name]

~~JUNE~~
~~May 23~~, 2014

EDUCATIONAL MEDIA FOUNDATION

By: _____
[Print Name] D. KEVIN BLAIR, GENERAL
COUNSEL

May __, 2014

BEATS MUSIC, LLC

By: _____
[Print Name]

May __, 2014

SOMAFM.COM LLC

By: _____
[Print Name]

May __, 2014

DIGITALLY IMPORTED, INC.

By: _____
[Print Name]

May __, 2014

ACCURADIO, LLC

By: _____
[Print Name]

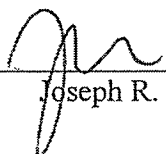
May __, 2014

EDUCATIONAL MEDIA FOUNDATION

By: _____
[Print Name]

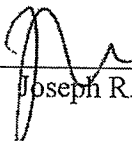
May 16, 2014

BEATS MUSIC, LLC

By:  _____
Joseph R. Wetzel

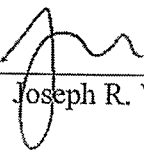
May 16, 2014

AMAZON.COM, INC.

By:  _____
Joseph R. Wetzel

May 16, 2014

RHAPSODY INTERNATIONAL, INC.

By:  _____
Joseph R. Wetzel

May ___, 2014

APPLE INC.

By: _____
[Print Name]

May ___, 2014

DIGITAL MEDIA ASSOCIATION (DiMA)

By: _____
[Print Name]

May ___, 2014

HARVARD RADIO BROADCASTING CO,
INC. (WHRB)

By: _____
[Print Name]

May __, 2014

AMAZON.COM, INC.

By: _____
[Print Name]

May __, 2014

RHAPSODY INTERNATIONAL, INC.

By: _____
[Print Name]

May 14, 2014

APPLE INC.

By: Dale M. Cendali
[Print Name] Dale M. Cendali
Kirkland + Ellis LLP

May __, 2014

DIGITAL MEDIA ASSOCIATION (DiMA)

By: _____
[Print Name]

May __, 2014

HARVARD RADIO BROADCASTING CO,
INC. (WHRB)

By: _____
[Print Name]

May __, 2014

AMAZON.COM, INC.

By: _____
[Print Name]

May __, 2014

RHAPSODY INTERNATIONAL, INC.

By: _____
[Print Name]

May __, 2014

APPLE INC.

By: _____
[Print Name]

May 15, 2014

DIGITAL MEDIA ASSOCIATION (DiMA)

By:  _____
Lee Knife, Executive Director

May __, 2014

HARVARD RADIO BROADCASTING CO,
INC. (WHRB)

By: _____
[Print Name]

May __, 2014

AMAZON.COM, INC.

By: _____
[Print Name]

May __, 2014

RHAPSODY INTERNATIONAL, INC.

By: _____
[Print Name]

May __, 2014

APPLE INC.

By: _____
[Print Name]

May __, 2014

DIGITAL MEDIA ASSOCIATION (DiMA)

By: _____
[Print Name]

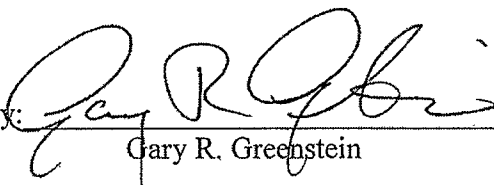
June 19, 2014

HARVARD RADIO BROADCASTING CO,
INC. (WHRB)

By: William Malone
[Print Name]

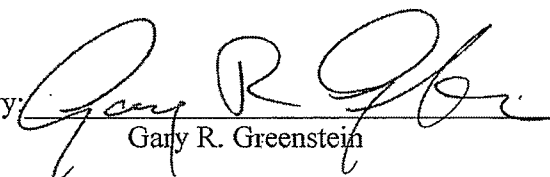
May 15, 2014

CMN, INC.

By: 
Gary R. Greenstein

May 15, 2014

8TRACKS, INC.

By: 
Gary R. Greenstein

May __, 2014

NATIONAL PUBLIC RADIO, INC. (NPR)

By: _____
[Print Name]

May __, 2014

IDOBI NETWORK LLC

By: _____
[Print Name]

May __, 2014

SPOTIFY USA INC.

By: _____
[Print Name]

May __, 2014

CMN, INC.

By: _____
[Print Name]

May __, 2014

8TRACKS, INC.

By: _____
[Print Name]

May 13, 2014

NATIONAL PUBLIC RADIO, INC. (NPR)

By: Denise Leary
Denise Leary

May __, 2014

IDOBI NETWORK LLC

By: _____
[Print Name]

May __, 2014

SPOTIFY USA INC.

By: _____
[Print Name]

May __, 2014

CMN, INC.

By: _____
[Print Name]

May __, 2014

8TRACKS, INC.

By: _____
[Print Name]

May __, 2014

NATIONAL PUBLIC RADIO, INC. (NPR)

By: _____
[Print Name]

May 15, 2014

IDOBI NETWORK LLC

By: Tom Cheney
Tom Cheney

May __, 2014

SPOTIFY USA INC.

By: _____
[Print Name]

May __, 2014

CMN, INC.

By: _____
[Print Name]

May __, 2014

8TRACKS, INC.

By: _____
[Print Name]

May __, 2014

NATIONAL PUBLIC RADIO, INC. (NPR)

By: _____
[Print Name]

May __, 2014

IDOBI NETWORK LLC

By: _____
[Print Name]

August 8, 2014

SPOTIFY USA INC.

By: James Duffett-Smith, CEO
[James Duffett-Smith]

June 19, 2014

INTERCOLLEGIATE BROADCASTING
SYSTEM, INC. (IBS)

By: William J. Malone
[Print Name]

May __, 2014

MUSIC REPORTS, INC.

By: _____
[Print Name]

May __, 2014

GEO MUSIC GROUP

By: _____
[Print Name]

May __, 2014

FEED MEDIA, INC.

By: _____
[Print Name]

May __, 2014

INTERCOLLEGIATE BROADCASTING
SYSTEM, INC. (IBS)

By: _____
[Print Name]

May __, 2014

MUSIC REPORTS, INC.

By: _____
[Print Name]

August 7, 2014

GEO MUSIC GROUP

By: George Johnson / RLE
[George Johnson]

May __, 2014

FEED MEDIA, INC.

By: _____
[Print Name]

May __, 2014

INTERCOLLEGIATE BROADCASTING
SYSTEM, INC. (IBS)

By: _____
[Print Name]

May __, 2014

MUSIC REPORTS, INC.

By: _____
[Print Name]

May __, 2014

GEO MUSIC GROUP

By: _____
[Print Name]

May 15, 2014

FEED MEDIA, INC.

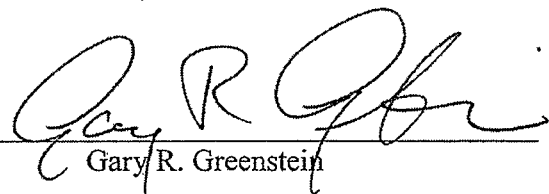
By: 
Gary R. Greenstein

Exhibit 2

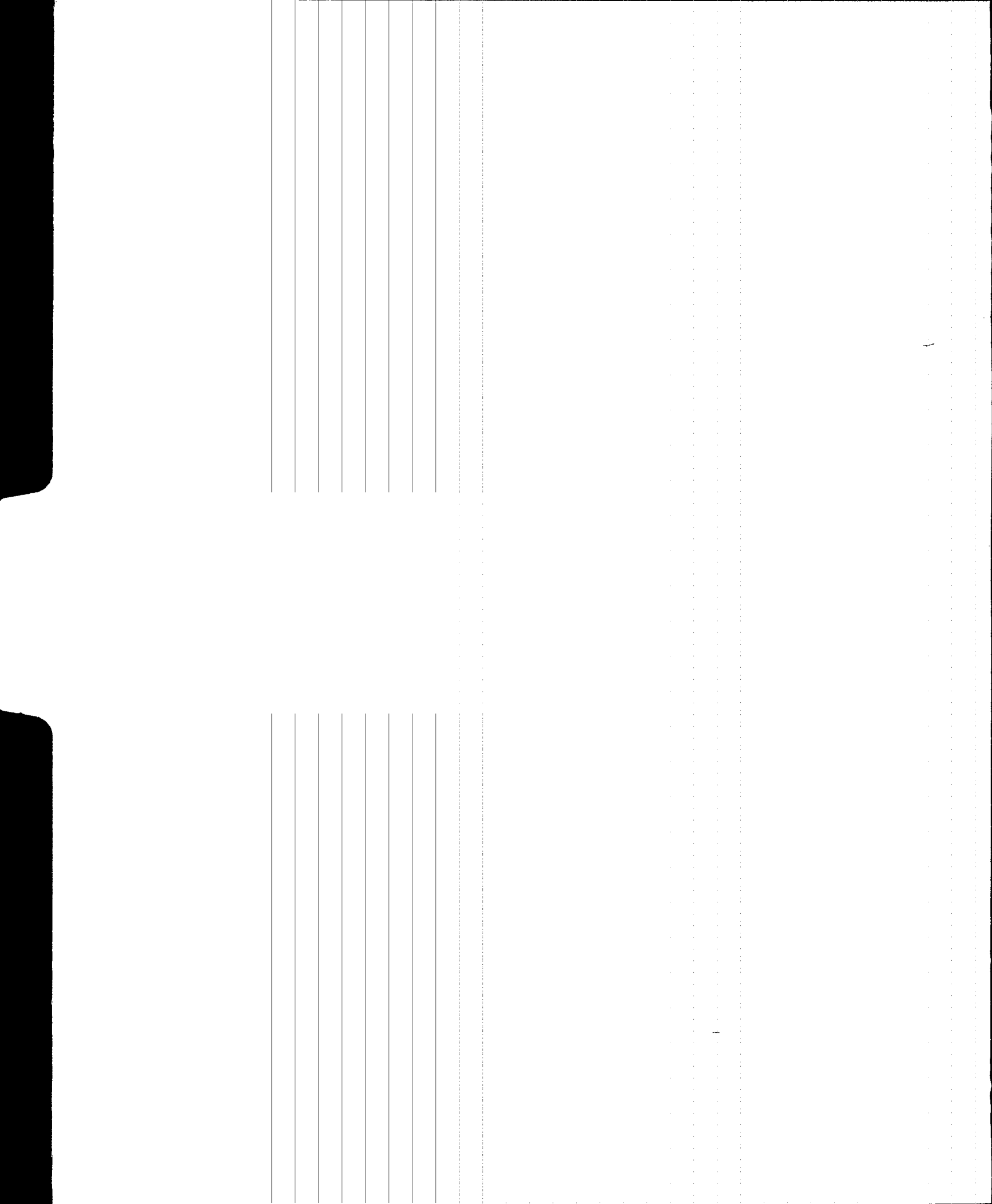


EXHIBIT 2